

Construction Contract for Alexandria Bay Land Port of Entry Modernization and Expansion The Solicitation

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I. General Information

I.A. The Solicitation and Contract

- (1) This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the Solicitation Documents. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.
- (2) Neither the Solicitation nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.
- (3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror, and delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

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I.B. List of Solicitation Documents

The Solicitation Documents are comprised of:

- (1) The Solicitation
- (2) Offeror Representations and Certifications Form
- (3) Other Forms Required For Submission with Proposals
- (4) Standard Form (SF) 1442 – Solicitation Offer and Award
- (5) The Agreement and Attachments to the Agreement
- (6) Construction Documents (Drawings and Specifications)

I.C. Authorized Representatives

The following individuals are designated as the authorized GSA representatives under this Solicitation:

- (1) Contracting Officer

Name: Sebastian Asaro
Address: General Services Administration, Public Building Service, Operations Branch C
(2PQCA), One World Trade, New York, NY 11007
Telephone: 646-398-0455
Email: Sebastian.Asaro@GSA.gov

- (2) Alternate Point of Contact

Name: Lisa Zalar
Address: General Services Administration, Public Building Service, Operations Branch C
(2PQCA), One World Trade, New York, NY 11007
Telephone: 212-306-4943
Email: Lisa.Zalar@GSA.gov

I.D. Pre-Proposal Conference

- (1) A pre-proposal conference regarding this Solicitation is scheduled as follows:

Date: November 29, 2016
Time: 12:30 pm
Location: Alexandria Bay, New York, NY

- (2) Interested parties must notify the Contracting Officer for further information about attendance and to confirm location, time, and date. Only those parties who have notified the Contracting Officer and provided necessary information in advance of the meeting will be allowed to attend. To request a reasonable accommodation due to a disability, contact the Contracting Officer.

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I.E. Estimated Price Range

The estimated price range for the Project is between \$185,000,000 to \$195,000,000.

I.F. FAR 52.228-1 Bid Guarantee (SEP 96)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

I.G. FAR 52.236-27 Site Visit - Construction (FEB 95)

(1) The clauses at FAR 52.236-2, Differing Site Conditions, and FAR 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation and are in the attached Agreement. Accordingly, Offerors are urged and expected to inspect the site where the work will be performed.

(2) Site visits will be conducted by appointment only at the times and dates specified by the point of contact shown below. To arrange for a site visit, contact:

Name: Sebastian Asaro

Address: One World Trade

Telephone: 616-398-0455

Email: Sebastian.Asaro@gsa.gov

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(3) Pre-registration is required for all attendees to the pre-proposal Site Visit. The Site Visit shall be limited to not more than four (4) representatives from each Offeror. Offerors shall submit a Visit Authorization Request (VAR) identifying all attendees from their respective team. Participants must have a valid, Government issued picture identification, driver's license preferred, to gain access for the pre-proposal Site Visit. Notification of the location of entry, where attendees are required to meet, and all other requirements for the Site Visit will be issued to the Offerors. Submit the VAR to the point of contact listed below.

I.H. Receipt of Offers

(1) In order to be considered for award, offers conforming to the requirements of the solicitation must be received at the following office no later than 10:00 am local time on the following date and at the following address:

Date: December 19, 2016

Address: Email to Sebastian.Asaro@gsa.gov

II. Proposals

II.A. Proposal Contents

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

- (1) Price Proposal
- (2) Technical Proposal (a single document in pdf format)
- (3) Representations and Certifications
- (4) Bid Guarantee, using Standard Form 24
- (5) Subcontracting Plan
- (6) GSA Form 527 – Contractor's Qualification and Financial Information
- (7) Proof of Bonding
- (8) Other Documents as Required

II.B. Proposal Format

One copy on an electronic file by email to Sebastian.Asaro@gsa.gov (If you must send your proposal via multiple emails due to file size, all must be received by the proposal due date and time indicated above.)

II.C. Price Proposal

(1) Contents

The Price Proposal shall consist of the SF 1442 and the Agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror.

(2) Qualifications, Exclusions and Conditions

If the Offeror communicates in its proposal any qualifications, exclusions, or conditions to the proposed prices not provided for in the Contract Documents, the Contracting Officer may reject the proposal and exclude the Offeror from further discussions.

(3) Project Labor Agreement

Offerors may submit a price proposal subject to the Project Labor Agreement (PLA) requirements set forth in this solicitation (a PLA proposal), a price proposal not subject to the PLA requirements set forth in this solicitation, or both. Any price proposal submitted shall clearly identify whether it is subject to such PLA requirements.

(4) Additional Price Proposal Requirements

Price proposals will be evaluated on a total value basis. This includes the base and option pricing.

II.D. Technical Proposal

The Technical Proposal shall include the information requested below for the non-price factors described in Section VI.

(1) Experience on Comparable Projects

II.E Other Information to Submit with Proposal

(1) Representations and Certifications

Offerors submitting a proposal in response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in the System for Award Management accessed via <https://www.sam.gov>. Offerors shall also submit with their proposal, the Annual Representations and Certifications (FAR 52.204-8), using the attached Offeror's Representations and Certifications (C301).

(2) Qualifications of Offerors

Offerors submitting a proposal in response to this Solicitation shall submit with their proposal evidence of their financial responsibility and capacity to perform the Contract. Offerors shall submit this information on GSA Form 527 – Contractor's Qualifications and Financial

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Information. Where applicable, point of contact, including names and telephone numbers, are required for all contracts listed.

II.F. Requirements for Joint Venture Offerors

- (1) All offers submitted by joint ventures must include a copy of an executed joint venture agreement (with original signatures) which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member.
- (2) An authorized representative of each member of the joint venture must sign the SF 1442 accompanying an offer regardless of any agency relationship established between the members.
- (3) In the case of corporations that are joint venture members, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, either by so certifying in the joint venture agreement, or by submitting a separate certification to the Government. The joint venture must also provide a certificate that identifies a principal representative of the joint venture with full authority to bind the joint venture.
- (4) Representations and certifications, financial information, and past performance information must be submitted for each member of the joint venture.

III. General Provisions

III.A. Availability of Funds

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of contract award.

III.B. Requests for Clarification or Interpretation

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but does not warrant that all such requests will be answered within 15 calendar days. Therefore, prospective offerors should make such requests not less than 15 calendar days prior to the date set for receipt of offers.

III.C. Notice to Small Business Firms

A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA) (www.sba.gov). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

III.D. Information Concerning the Disclosure of Solicitation Results

This acquisition is being conducted under the provisions of FAR Part 15 as a negotiated procurement. In accordance with FAR 3.104 and FAR 15.207, after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or

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the information contained in such offers will be made available until after award except as provided by FAR 15.503.

III.E. Affirmative Procurement Program

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such materials in performance as set forth in the Agreement. Refer to clauses FAR 52.204-4 requiring double sided printing on recycled paper for all reports and FAR 52.223-10 encouraging vendors to practice waste reduction.

III.F. Notice Concerning Preparation of Proposals

Offerors are cautioned to carefully read the entire Solicitation and the Agreement to be included in the Contract contemplated by the Solicitation in order to be fully aware of all requirements and clauses in the contemplated Contract. Verify that all blanks requiring information to be supplied in an Offer have been properly filled out; that all pricing and other numerical data is accurately calculated; and that all copies of the Offer contain the same information.

III.G. Contractor Performance Information

(1) *Evaluating Contractor Performance:* The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is <http://www.cpars.gov>

Completed CPARS evaluations are sent to the Past Performance Information Retrieval System (PPIRS) which may then be used by Federal acquisition community for use in making source selection decisions. PPIRS assists acquisition officials by serving as the single source for contractor past performance data.

(2) *CPARS Registration:* Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.

(3) *Contractor CPARS Training:* Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (<http://www.cpars.gov/allapps/cpcbtdlf.htm>) and updated as needed.

(4) *Contractor Representative (CR) Role:* All evaluations will be sent the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR

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has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

III.H. Safeguarding Documents Designated as Sensitive But Unclassified

Certain information contained in the Solicitation Documents may have been designated as Sensitive but Unclassified (SBU) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information

This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

1. Marking SBU. Contractor-generated documents that contain building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the Contracting Officer (CO) may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

2. Authorized recipients.

a. Building information designated SBU must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need to know may include Federal, State and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov and have a legitimate business need to know such information. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor shall keep this information related to the subcontractor for the duration of the contract and subcontract.

b. All GSA personnel and Contractors must be provided SBU building information when needed for the performance of official Federal, State, and local government functions,

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such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

3. Dissemination of SBU building information:

a. By electronic transmission. Electronic transmission of SBU information outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules per GSA policy.

b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include, but are not limited to CDs, DVDs, and USB drives. Nonelectronic forms of SBU building information include paper documents, among other formats.

i. By mail. Contractors must utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

ii. In person. Contractors must provide SBU building information only to authorized recipients with a need to know such information. Further information on authorized recipients is found in Section 2 of this clause.

4. Record keeping. Contractors must maintain a list of all entities to which SBU is disseminated, in accordance with sections 2 and 3 of this clause. This list must include at a minimum: (1) the name of the State, Federal, or local government entity, utility, or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once “as built” drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

5. Safeguarding SBU documents. SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a legitimate business need to know such information. GSA contractors and subcontractors must not take SBU building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a legitimate business need to know.

6. Destroying SBU building information. When no longer needed, SBU building information must be destroyed so that marked information is rendered unreadable and incapable of being

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restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, Media Sanitization Guide and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, SBU building information may be returned to the CO.

7. Notice of disposal. The contractor must notify the CO that all SBU building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 6 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term. The contractor may return the SBU documents to the CO rather than destroying them.

8. Incidents. All improper disclosures of SBU building information must be immediately reported to the CO at Sebastian.Asaro@gsa.gov or 646-398-0455. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

9. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

III.G. Additional Security Requirements

In the performance of work required under the contract, all personnel must present proper identification to gain access to occupied building areas housing federal operations. The contractor personnel shall include employees and subcontractor employees at all tiers.

(a) "Temporary Contractors" are contractors who will be on the job site for 10 days or less during the course of the contract. Temporary contractors will not need to complete a security clearance to perform work on the contract. Temporary Contractors shall be escorted at all times while in non-public space and under the positive control and supervision of a Government Employee or Contractor with an active PIV card.. Contractor employees will not be labeled as "temporary" in order to avoid having the contractor obtain the appropriate security clearance required for the work they will perform on the contract.

(b) A "Short Term Contractor" will be on the project 6 months or less and will apply for a SAC check. The contractor will submit the CIW, will complete the fingerprint and photograph (enrollment) requirement, and submit the OF-306 form to OMA to upload to the OPM Portal. Once the contract employee has completed the clearance process and all documents (CIW, Fingerprinted, Photographed, OF-306) have been accepted by OPM, the contract employee may access the facility as a visitor, and must comply with normal facility access control procedures, including sign-in, temporary badging, etc. The contract employee will be escorted in non-public areas of the facility. Once the Special Agency Check (SAC) letter is received, the contractor will no longer require an escort.

(c) A Long Term Contractor" is hired to work for longer than 6 months. All contract employees requiring routine access to Federally controlled facilities for more than 6 months or any access to Government information systems (Long term contract employees) shall undergo a suitability determination before a PIV identification card is issued. The contractor will complete the EQIP process submitting the CIW, enrollment, completing the EQIP questionnaire and receiving an Enter on Duty determination prior to being allowed to

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work on the project. Once the contract employee receives his Enter on Duty determination, he can access the facility as a visitor until his PIV card has been obtained. Once the Enter on Duty letter is received, the contract employee shall obtain their PIV card from the MSO credentialing access station and enter the facility as a government employee.

(d) Failure of a long term contract employee to receive a favorable suitability determination shall result in their immediate removal from the contract and they shall not be allowed to work on any GSA contract.

(e) The Contracting Officer or his/her designated representative shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such completed forms to be returned to the Government for processing no later than fifteen (15) days following those initial forms and instructions being provided by the Government.

(f) The Contractor shall be responsible for planning and scheduling work in such a manner as to account for security clearance and facility access requirements.. The Contractor shall also be responsible to assure that employees and subcontractors hired to work on the contract complete all security clearance requirements in a timely and proactive manner. Difficulties encountered by the Contractor in assuring that an adequate number of employees and subcontractors have completed the security clearance requirements shall not be an excuse to the Contractor's ability to perform work under the Contract.

Law Enforcement Checks and Background Investigations

The GSA will designate a representative to coordinate the required law enforcement checks and background investigations. The contractor shall justify the need for and obtain the GSA approval of all requests for contractor personnel law enforcement checks or background investigations, before initiating further action.

For each contractor employee (including subcontractor employees) required to undergo a law enforcement check, the contractor shall provide a legible ten-print fingerprint submission.

For each employee (including subcontractor employees) required to undergo a background investigation, the contractor shall provide the following documents:

- A fingerprint scan at GSA-approved MSO station. If the applicant lives more than 100 miles from a MSO station, hard copy fingerprint cards may be submitted. Instructions on how to submit hard copy fingerprints will be provided at the post award meeting if this is a requirement.
- The Declaration for Federal Employment form be completely filled out, signed, and dated by the applicant

The contractor shall provide the documents required above to the GSA or directly to the designated representative, at least 35 calendar days before the subject individuals will require daily/weekly access to building areas housing federal operations. Instructions on how these should be sent will be given at time of award.

Contractor personnel requiring daily/weekly access to building areas housing federal operations may be in possession of previously issued valid federal PIV credentials. For each such contractor employee (including subcontractor employees), the contractor shall provide evidence verifying that the employee: (1) possesses a valid (unexpired) federal PIV credential; and (2) has undergone the required suitability or national security level investigation comparable to or higher than that required on this contract. If both of these conditions cannot be met, a new background investigation shall be required.

Credentialing and Return of Credentials

A federal PIV credential may be issued after an initial background check has been completed. If the ensuing further background investigation results in a preliminary finding that the subject individual is unsuitable to occupy a position at the designated sensitivity level, the PIV credential may be revoked and the subject

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individual denied access to building areas housing federal operations. Unsuitable individuals may be escorted out of building areas housing federal operations by DHS FPS, Immigration and Customs Enforcement (ICE), or other law enforcement entities, if necessary to protect government employees, property, and interests.

To receive an approved PIV credential, the applicant must appear in person before a designated representative and again present an original valid (unexpired) picture ID issued by a state government or the federal government. Additionally, the applicant must sign an affidavit attesting to acceptance of the PIV credential and related responsibilities.

The contractor immediately shall deliver to the GSA each federal PIV credential obtained for performance of this contract, under whichever of the following conditions occurs earliest:

- Receipt of notification from GSA that the PIV credential has been revoked
- Determination that the subject individual no longer requires daily/weekly access to building areas housing federal operations
- Release of the subject individual from contractor or subcontractor employment
- Completion of subcontract work (for PIV credentials issued to subcontractor employees)
- Expiration of this contract

In the event that a contractor PIV credential is damaged, lost, misplaced or stolen, the contractor immediately shall notify the GSA and, if needed, request a replacement. Damaged PIV credentials shall be returned to the GSA.

Subcontracts

The contractor shall incorporate provisions in all applicable contractor subcontracts as necessary to ensure compliance with all requirements provided in this contractor Personnel Security Requirements section.

- (1) FAR 52.204-2, Security Requirements, August 1996
(Insert if contract may require access to information classified "Confidential", "Secret", or "Top Secret", unless construction or architect-engineer contract where employee identification is required for security reasons is contemplated, the contracting officer shall use the clause with its Alternate II).
- (2) FAR 52.204-9, Personal Identity Verification of Contractor Personnel, January 2011
(Insert clause when contract performance requires contractors to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. Shall not be used when contractors require only intermittent Federally-controlled facilities).
- (3) FAR 52.224-1, Privacy Act Notification, April 1984
(Insert clause when design, development, or operation of a system of records on individuals is required to accomplish an agency function).
- (4) FAR 52.224-2, Privacy Act, April 1984
(Insert clause when design, development, or operation of a system of records on individuals is required to accomplish an agency function).
- (5) GSAR Clause 552.204-9, Personal Identity Verification Requirements, October 2012

(Insert clause when it is determined that contractor employees will require access to federally controlled facilities or information systems to perform contract requirements).

This project is classified as unclassified.

IV. FAR/GSAR Solicitation Provisions

IV.A. FAR 52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 04)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

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(v) Name, title, and signature of person authorized to sign the proposal.

Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals

by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

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(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of

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proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government. (f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

IV.B. FAR 52.216-1 Type of Contract (APR 84)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

IV.C. FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 14)

(a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

IV.D. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

(Applicable to solicitations resulting in construction contracts in excess of \$10,000.)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
2.5 %.	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the

geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female

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employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is: Alexandria Bay, NY 13607, Jefferson County

IV.E. FAR 52.233-2 Service of Protest (SEP 06)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address provided in the provision "Receipt of Offers" in Section I (General Information).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

IV.F. Buy American

FAR 52.225-12 Notice of Buy American Requirement—Construction Materials Under Trade Agreements (May 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

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(c) *Evaluation of offers.*

- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

- (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--
 - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

IV.G. Buy American Exceptions

For Buy American exceptions, if any, see the applicable Buy American clause in Section IV of the Agreement.

IV.H. Small Business Subcontracting Plan

A Small Business Subcontracting Plan, as required under FAR 52.219-9, is required to be submitted with offers.

552.219-71 Notice to Offerors of Subcontracting Plan Requirements.

Notice to Offerors of Subcontracting Plan Requirements (Mar 2012)

The General Services Administration (GSA) is committed to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR [52.219-9](#), Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a

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small business concern, before being awarded a contract exceeding \$650,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

552.219-72 Preparation, Submission, and Negotiation of Subcontracting Plans.

Preparation, Submission, and Negotiation of Subcontracting Plans (Mar 2012)

(a) An offeror, other than a small business concern, submitting an offer that exceeds \$650,000 (\$1,500,000 for construction) shall submit a subcontracting plan with its initial offer. The subcontracting plan will be negotiated concurrently with price and any required technical and management proposals, unless the offeror submits a previously-approved commercial plan.

(b) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits. The General Services Administration (GSA) expects that an offeror's subcontracting plan will reflect a commitment to assuring that small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate as subcontractors in the performance of the resulting contract. An offeror submitting a commercial plan can reflect this commitment through subcontracting opportunities it provides that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(c) GSA believes that this potential contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors.

Consequently, in addressing the eleven elements described at FAR [52.219-9](#)(d) of the clause in this contract entitled Small Business Subcontracting Plan, the offeror shall:

- (1) Demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing the contract.
- (2) Include a description of the offeror's subcontracting strategies used in any previous contracts, significant achievements, and how this plan will build upon those earlier achievements.
- (3) Demonstrate through its plan that it understands the small business subcontracting program's objectives and GSA's expectations, and it is committed to taking those actions necessary to meet these goals or objectives.

(d) In determining the acceptability of any subcontracting plan, the Contracting Officer will take each of the following actions:

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- (1) Review the plan to verify that the offeror demonstrates an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the program and has included all the information, goals, and assurances required by FAR [52.219-9](#).
- (2) Consider previous goals and achievements of contractors in the same industry.
- (3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns.
- (4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(e) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

552.219-73 Goals for Subcontracting Plan.

Goals for Subcontracting Plan (June 2005)

(a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

- (1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR [52.219-9](#), Small Business Subcontracting Plan.
- (2) In addressing the eleven elements described at FAR [52.219-9](#)(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing this contract. An offeror submitting a commercial plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

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- (3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

(b) GSA believes that this contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors.

Accordingly, it is anticipated that an acceptable subcontracting plan will contain at least the following goals:

Small Business	29 percent
HUBZone Small Business	3 percent
Small Disadvantaged Business	5 percent
Women-Owned Small Business	5 percent
Veteran-Owned Small Business	3 percent
Service-Disabled Veteran-Owned Small Business	3 percent

NOTE: Target goals are expressed as a percentage of planned subcontracting dollars.

(c) In determining the acceptability of any subcontracting plan, the Contracting Officer will—

- (1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR [52.219-9](#);
- (2) Consider previous goals and achievements of contractors in the same industry;
- (3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns; and
- (4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(d) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

IV.I. Project Labor Agreement (PLA)

(1) This Project Labor Agreement section only applies to proposals submitted subject to the PLA requirements of this solicitation.

(2) FAR 52.222-33 Notice of Requirement for Project Labor Agreement (May 2010) Alternate 1 (DEVIATION July 2011)

(a) Definitions. "Labor organization" and "project labor agreement," as used in this provision, are defined in the clause of this solicitation entitled Project Labor Agreement.

(b) The apparent successful offeror shall negotiate a project labor agreement with all labor organizations having jurisdiction over the trades involved in the construction of the project. The project labor agreement must be signed by all such labor organizations and cover the entirety of the construction work to be performed during the term of the resulting construction contract.

(c) Consistent with applicable law, the project labor agreement reached pursuant to this provision shall—

- (1) Bind the offeror and all subcontractors engaged in construction on the construction project to comply with the project labor agreement;
- (2) Allow the offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;
- (3) Contain guarantees against strikes, lockouts, and similar job disruptions;
- (4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;
- (5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and
- (6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this provision does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The apparent successful offeror shall submit to the Contracting Officer a copy of the project labor agreement prior to contract award.

(3) The requirements of 52.222-33 Alt I are supplemented as follows:

(a) The project labor agreement reached pursuant to FAR 52.222-33 Alt I shall supersede the terms of any other collective bargaining agreement that conflict with the terms of such project labor agreement.

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- (b) Within 30 days following receipt of written notification to the apparent successful offeror by the Contracting Officer, the apparent successful offeror shall furnish the Contracting Officer with a copy of an executed project labor agreement that meets the requirements of this Section. If, for any reason, the apparent successful offeror fails to furnish such project labor agreement within the time stated above, the Government may, in its sole discretion, eliminate the proposal from consideration and select the next apparent successful offeror.

IV.J. GSAR 552.252-5 Authorized Deviations in Provisions (Deviation FAR 52.252-5) (Sep 1999)

- (a) Deviations to FAR provisions.

(1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "(DEVIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.

- (b) Deviations to GSAR provisions. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.

- (c) "Substantially the same as" provisions. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

IV.K. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 98)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.acquisition.gov/comp/far/index.html>

NUMBER	TITLE	DATE
52.214-3 4	Submission of Offers in the English Language	APR 91
52.215-1 6	Facilities Capital Cost of Money	JUN 03
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 14

IV.L. GSAR Clause 552.102 Incorporating Provisions and Clauses

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NUMBER	TITLE	DATE
552.236-75	Use of Premises	APR 1984
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.223-21	FOAMS	JUN 2016

V. Additional Solicitation Provisions and Instructions

V.A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 98)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

V.B. FAR 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (JUN 1988)

(Applicable to solicitations that cite specifications not listed in the Index and are not furnished with the solicitation)

(a) The specifications cited in this solicitation may be obtained from: GSA Specifications Unit at (202) 755-0325. MIL Specifications may be obtained by calling (215) 697-2179.

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(b) The request should identify the solicitation number and the specification required by date, title, and number as cited in the solicitation.

V.C. 552.219-71 Notice to Offerors of Subcontracting Plan Requirements (MAR 2012)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$700,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

VI. Method of Award

VI.A. Evaluation of Offers

a) Evaluation Factors and Standards For Award

The following five (5) factors will be evaluated in the order listed below. Adjectival ratings will be assigned to factors 1 through 4 as listed below and a pass/fail rating will be assigned to factor 5. Failure to satisfy the minimum criteria of any factor (after any necessary clarifications/discussions are conducted) will automatically eliminate the offeror's proposal from further consideration with respect to subsequent factors, as well as further consideration under this solicitation:

FACTOR 1: TECHNICAL QUALIFICATIONS (45%)

SUB-FACTOR 1: EXPERIENCE ON CONSTRUCTION PROJECTS

SUB-FACTOR 2: QUALIFICATIONS OF KEY PERSONNEL

SUB-FACTOR 3: PROJECT EXECUTION AND QUALITY CONTROL PLAN

FACTOR 2: PAST PERFORMANCE ON RELEVANT CONSTRUCTION PROJECTS (35%)

FACTOR 3: SMALL BUSINESS SUBCONTRACTING METHODOLOGY (10%)

FACTOR 4: PROJECT LABOR AGREEMENTS (PLA) (10%)

FACTOR 5: BONDING CAPACITY (PASS/FAIL)

Within the Technical Qualifications (Factor 1), Sub-factor 1, 2 and 3 are of equal importance. Technical Qualifications and Past Performance Factors, when combined, are approximately equal to Price (Factor 3). Percentages are included to clarify the relative importance of each factor and will not be used in a calculation or algorithm to determine the best value to the government.

PRICE: Cost or price will not be assigned a numerical weight, point score, or adjectival rating. The SSEB and Contracting Officer will use cost and price analysis to evaluate the price proposal, not only to determine whether it is reasonable, as determined by comparison to Government estimates generated by GSA and/or the technical advisors, but also to determine the Offeror's understanding of the work and ability to perform the contract. The price proposals will only be considered after all technical evaluations have been done. The cost and price evaluation will be clearly documented by the SSEB and Contracting Officer.

b) FACTOR 1: TECHNICAL QUALIFICATIONS

SUB-FACTOR 1 - EXPERIENCE ON CONSTRUCTION PROJECTS

The offeror must submit the required information on the Experience Summary Table (Attachment A1) as well as Project Fact Sheets (Attachment A2) for three (3) projects. One of the three projects must have a minimum construction cost of fifty million dollars (\$50,000,000) and the other two must have a minimum construction cost of twenty million dollars (\$20,000,000). All must have been successfully and substantially completed within the past ten (10) years. The Offeror must have serviced as the Prime GC or CMc on the submitted projects. Demonstrated experience on projects similar to this contract will lead to a higher rating for this subfactor. A project will be considered similar based on independent judgement and consensus judgment of the Source Selection Evaluation Board (SSEB) members that the project has enough characteristics in common with the subject project that it can be determined relevant experience. Projects determined to be not relevant or only partially relevant will receive no or lesser weight, resulting in a lower rating for this subfactor. Similar projects are described as:

- Major modernization, expansion or new construction of border stations, office buildings, courthouses, or acceptable institutional buildings*
- Construction within an occupied and operational site, campus or multi-story building
- Installation of complex HVAC system including Building Automation System (BAS) integration
- Construction in Upstate New York†
- Construction on LEED certified project (or the submission is in process for certification)

*Acceptable institutional buildings are buildings built for schools, colleges, hospitals, laboratories and airports. Warehouses and industrial buildings will not be considered as similar projects.

†Upstate New York shall be defined as areas of New York State other than the counties of Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster and West Chester.

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A single project identical in all aspects to this project may not exist, and therefore the Government will consider the combination of experience demonstrated by the three (3) submitted projects. The combination of experience should include all of the key elements of relevant experience, identified below, in order to receive an acceptable rating for this subfactor. Significantly more weight will be given to individual projects meeting all of key elements. Minimal or negligible relevant experience in one or more key elements may result in an unacceptable rating for this subfactor.

Having relevant construction experience helps demonstrate capability to perform the work required under this contract. In assessing the experience level and assigning a rating for this subfactor, the Government will consider the similarity of the experience to the work required under this contract, including scope, complexity and magnitude.

Complexity includes schedule constraints, management and administrative requirements, security requirements, applicable design criteria, coordination requirements, local conditions, as well as technical complexity.

Offerors shall complete all blocks on each form. Lack of response on any field may be interpreted by the Government as a non-responsive proposal or the uncertainty and associated risk may result in a lower rating for this factor. The burden of providing complete and accurate information lies with the Offeror; however this does not preclude the Government from obtaining information from any other source.

Limit each Project Fact Sheet, Attachment A2, to no more than three (3) 8 ½" x 11" pages. Each page shall be one sided, single spaced, with a minimum 11 point Times New Roman font. If the information submitted exceeds the page limitations, only the first three (3) pages will be evaluated.

Note for Joint-Venture Offerors: If relying on past experience and performance of the individual firms, at least one (1) project must be presented for each Joint venture partner. Greater weight will be given to projects that demonstrate prior teaming of the Joint venture partners.

Evaluation Standards for Sub-Factor No. 1: This factor considers the extent of the offeror's recent and relevant construction experience on similar projects. The offeror's response will be evaluated to determine the depth and breadth of the offeror's past experience in successfully completing similar projects.

Excellent

The experience submitted is extensive, substantially relevant, and demonstrates significant similarities to the work required under this contract. Experience completing projects comparable or greater in scope, magnitude, and/or complexity is demonstrated. Weaknesses, if any, are minor and are far outweighed by significant strengths. There is a very low level of risk.

Good

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The experience submitted is substantially relevant and demonstrates significant similarities to the work required under this contract. Weaknesses, if any, are not significant and are outweighed by strengths. There is a low level of risk.

Acceptable

The experience submitted is relevant and demonstrates similarities to the work required under this contract. Although all elements of experience may be present, this contract generally has a higher level of scope, magnitude, and/or complexity than the individual submitted projects. Weaknesses are generally balanced by strengths. There is a moderate level of risk.

Unacceptable

The experience submitted is minimally or not relevant. The scope, magnitude and/or complexity of this contract far exceeds that of the submitted projects. Key element(s) of experience are lacking. Although strengths may exist, the proposal contains a significant weakness or deficiency. There is an unacceptable level of risk.

SUB-FACTOR 2 - QUALIFICATIONS OF KEY PERSONNEL

This factor assesses the qualifications of the proposed key personnel in terms of their academic/professional qualifications and their related work experience. The individuals presented must be the individuals who will be assigned to the project.

The offeror shall submit resumes for each of the key personnel proposed for this project for the positions identified below. Resumes shall include all pertinent information that clearly exhibits the qualifications of the proposed personnel. Resumes for each individual shall summarize the qualifications, professional designation, experience, education, skills and professional background information. Resumes must list the key personnel's roles/responsibilities for the projects listed. An example resume format is provided as Attachment A3. Submit resumes for the following positions:

- Project Manager
- Project Coordinator (Construction Superintendent)
- Sitework Assistant Superintendent
- MEP Coordinator

Expected Qualifications for Key Personnel:

- Project Manager: The Project Manager for this contract should have a college degree (Bachelors) in an Architecture, Engineering, or Construction discipline. The Project Manager should have at least ten (10) years of construction project management experience having managed projects relevant to this contract. The Project Manager should have experience with electronic project management (ePM) tools. A more favorable evaluation will be given to offerors who submit a Project Manager who exceeds the minimum requirements and has experience with ePM.

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- **Project Coordinator (Construction Superintendent):** The Project Coordinator should have a minimum of ten (10) years of construction experience as a superintendent on projects relevant to this contract. The Project Coordinator should have experience with electronic project management (ePM) tools. A more favorable evaluation will be given to offerors who submit a Project Coordinator who exceeds the minimum requirements and has experience with ePM.
- **Sitework Assistant Superintendent:** The Sitework Assistant Superintendent should have at least 10 years of construction experience as a sitework construction superintendent on at least 3 projects of similar scope and size.
- **Mechanical/Electrical/Plumbing (MEP) Coordinator:** The MEP coordinator should have a minimum of ten (10) years of construction experience and be experienced in the coordination of mechanical, electrical, plumbing and fire protection construction trades on projects similar to this project, including experience with advanced metering technologies, and LEED requirements. It is preferred, but not required, that the MEP coordinator be licensed to practice as a professional engineer in the location of the project and has experience working with geothermal systems.

Evaluation Standards for Sub-Factor No. 2:

The Government will evaluate the required information to determine how well the offeror demonstrates that its key personnel meet or exceed the expectations and minimum qualifications, which include previous satisfactory experience in similar type work, to manage, control and perform construction. Performance of key personnel proposed for this project may be taken into account when it comes to the attention of the Government.

Excellent

Key personnel exceed expected qualifications and demonstrate substantial experience on projects similar or greater in scope, magnitude and complexity to this contract. Weaknesses, if any, are minor and are far outweighed by significant strengths. There is a very low level of risk.

Good

Key personnel exceed expected qualifications and demonstrate some experience on projects similar in scope, magnitude and complexity to this contract. Weaknesses, if any, are not significant and are outweighed by strengths. There is a low level of risk.

Acceptable

Prior experience of key personnel may not be fully relevant in some cases, although key personnel substantially meet minimum expectations. Weaknesses are generally balanced by strengths. For example a lower education level (Associate's Degree where Bachelors is expected) may be balanced by additional years of relevant professional experience. There is a moderate level of risk.

Unacceptable

The experience, skill and qualifications of one or more of the key personnel proposed do not meet the requirements. The response lacks essential information to substantiate the data presented to the extent that the criteria/requirements can be satisfied. The requirements may only be met with major changes to the proposal. Although strengths may exist, the proposal contains a significant weakness or deficiency. There is an unacceptable level of risk.

SUB-FACTOR 3 - PROJECT EXECUTION AND QUALITY CONTROL PLAN

The offerors will be required to submit an organizational chart, which details the relationships between the offeror's proposed project team key personnel and other team members. To put the GC team in the context of the entire project, the chart should graphically show the relationships between:

- The GC
- Major Sub-Contractors
- GSA
- The End Users
- The CM
- The A/E

The offeror shall also include a narrative describing its ability to achieve the requirements in the Scope of Work within the required schedule and demonstrating its understanding of the government's requirements. The offeror shall also describe its knowledge of the locality.

This factor considers the offeror's ability to perform the work in a successful manner by employing a sound project execution plan and controlling the quality of the work. The offeror must submit a written narrative demonstrating its project execution plan and quality control plan. The offeror shall include in its narrative all factors and conditions it deems relevant and exigent to the successful completion of the work under this contract. At a minimum, the offeror must address its procurement and teaming plan for all major subcontracts. The narrative must also address the offeror's plan to mitigate the negative impacts of differing or unforeseen conditions or a project of this type, including inherent risks of modernization work on an occupied site and mitigation strategies for schedule delays.

The narrative shall be no more than five (5) 8 ½" x 11" pages. Each page shall be one sided, single spaced, with a minimum 11 point Times New Roman font. If the information submitted for the narrative exceeds the page limitations, only the first five pages will be evaluated. The organization chart will not count against the page limit.

Note for Joint-Venture Offerors: Joint venture participant's contribution to the organization should be commensurate with their skills and background and should be described in the project execution and quality control plan.

Evaluation Standards for Sub-Factor No.3

Excellent

The offeror provided a detailed narrative that describes its ability to achieve the requirements in the Scope of Work within the required schedule and demonstrates its understanding of the government's requirements. The offeror's approach to the project is appropriate and comprehensive. The response demonstrates that the offeror has a full understanding of the Scope of Work for this project. The offeror's plan has a comprehensive plan for mitigating the impacts of differing and unforeseen conditions for this project. Weaknesses, if any, are minor and are far outweighed by significant strengths. There is a very low level of risk.

Good

The offeror provided a complete narrative that describes its ability to achieve the requirements in the Scope of Work within the required schedule and demonstrates its understanding of the government's requirements. The offeror's approach to the project is appropriate with some detail. It demonstrates that the offeror has a sufficient understanding of the Scope of Work for this project. The offeror's plan has a complete plan for mitigating the impacts of differing and unforeseen conditions for this project. Weaknesses, if any, are not significant and are outweighed by strengths. There is a low level of risk.

Acceptable

The offeror provided a basic narrative that describes its ability to achieve the requirements in the Scope of Work within the required schedule and demonstrates its understanding of the government's requirements. The offeror's approach to the project is appropriate and basic. The proposal submitted by the offeror demonstrates that the offeror has a basic understanding of the Scope of Work. The offeror's plan has a basic plan for mitigating the impacts of differing and unforeseen conditions for this project. Weaknesses are generally balanced by strengths. There is a moderate level of risk.

Unacceptable

Fails to meet the minimum requirements as detailed in the Scope of Work, contains deficiencies and/or the response lacks essential information to substantiate the data presented to the extent that the criteria/requirements can only be met with major changes to the proposal. The proposal contains a significant weakness or deficiency (even though strengths may exist). There is an unacceptable level of risk.

c) FACTOR 2: PAST PERFORMANCE ON CONSTRUCTION PROJECTS

The purpose of this factor is to review the offeror's record of past performance on relevant construction projects.

The Offeror shall submit Past Performance Questionnaires (PPQs) (included in the solicitation as (Attachment A4), completed by the applicable client, for each project included in its proposal for FACTOR 1, SUB-FACTOR 1 - EXPERIENCE ON CONSTRUCTION PROJECTS. Completed PPQs should be submitted with the proposal. Ensure correct phone numbers and email addresses are provided for the client point of contact. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the Offeror is unable to obtain a completed PPQ from a client for a project before proposal closing date, the Offeror shall complete the first page of the PPQ as well as the Client Point of Contact Information and shall submit it with a statement of what attempt was made by the Offeror (e.g. "Sent to Mr. Smith by email on 06/15/2016"). If the client requests, the client may submit a questionnaire directly to the Government's Contracting Officer prior to proposal closing date. Offerors may resubmit questionnaires previously submitted with other proposals or may obtain an updated/new PPQ from a client for any submission. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.

You may also include performance recognition documents received within the last six (6) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), previously submitted PPQ information, and any other known sources not provided by the Offeror.

While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. GSA will not maintain a database of completed PPQs submitted by Offerors.

Evaluation Standards for Factor No. 2

The Government will evaluate the offeror's record of recent and relevant past performance on construction projects. Using the past performance information, the Government will perform a performance confidence assessment of the probability of successfully completing this contract. The Government will assess the past performance on projects submitted under FACTOR 1, SUB-FACTOR 1 and reserves the right to conduct telephone interviews with points of contact identified in the proposal, and/or to review other recent project ratings in PPIRS or other agency performance

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databases, review and/or contact offeror furnished references, or to review personal knowledge.

The Government will first assess the relevancy of the projects as compared to the scope of this contract. Performance on projects which are more similar to this contract is more heavily weighted than performance on work that involved little or none of the scope, magnitude of effort, and complexities this contract requires.

The Government will next consider how well the offeror performed on the contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in contractor performance. With respect to relevancy, past performance on projects with more relevance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment rating than past performance on projects of lesser relevance.

If any firm has multiple functions or divisions, the Government is mainly interested in past performance of the division or unit submitting the offer. Owners/references may be asked to comment on items such as quality of design or construction, timeliness, management of the work subcontractor management, including timely payment to subs or suppliers, safety, relations between owner or designer and contractor, level of support for such things as as-built documentation, O&M manuals, training, correcting construction errors, warranty work, etc. The Government places a higher value on projects which document successful outcomes and are supported by outside source confirmation, for example, but not limited to telephone interviews with points of contact identified in the proposal, CPARS, PPIRS, or other agency performance databases, offeror furnished references, or personal knowledge. The Government also places a higher value on projects that provided particularly difficult or unique challenges and the innovative methods the contractor used to resolve problems successfully.

The rating for this factor will be expressed as a degree of confidence in the offeror's ability to successfully accomplish the contract requirements. The rating system used for the performance confidence assessment is described below.

If the offeror includes multiple firms, each entity (firm) will be rated on its own performance or that of its predecessor, if relevant. An entity may not establish past performance based on the past performance of its proposed key personnel, apart from that of the entity. If the Government does not obtain past performance information for relevant projects identified by the offeror and cannot establish a meaningful past performance record for the Offeror through other sources, past performance will be rated neither favorably nor unfavorably. The performance confidence assessment will be considered "Unknown Confidence".

Unknown Confidence (Neutral)

No recent/relevant performance record is available or the record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

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Substantial Confidence

The offeror's past performance record on relevant projects demonstrates a pattern of successful performance and high level of client satisfaction. Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Satisfactory Confidence

Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort. Previous clients are generally satisfied. Any marginal or unsatisfactory remarks in any aspect of performance are balanced by excellent, or very good remarks. There is no significant unfavorable performance information. This rating may also be assign if there is a pattern of excellent performance, but the projects are not highly relevant.

Limited Confidence

The offeror's recent/relevant performance record includes one or more unfavorable (marginal or unsatisfactory) remarks that are not offset by sufficient examples of positive performance. The record may indicate eventual satisfactory performance that required significant government or owner oversight in order to achieve.

Unacceptably Low Confidence

The offeror's recent/relevant performance record includes one or more significantly unfavorable (marginal or unsatisfactory) remarks that are not offset by sufficient examples of positive performance. The response lacks essential information to substantiate the data presented. The record instills little to no confidence in the Government that the offeror will successfully perform the required work.

d) FACTOR 3: SMALL BUSINESS SUBCONTRACTING METHODOLOGY

In this element offerors must demonstrate their commitment to providing the maximum practicable opportunity to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned, and service-disabled veteran-owned small business concerns, and provide a detailed description of the methodology of how subcontractors will be selected for this project.

The rating for this evaluation factor will be based on an assessment of the probability that the resultant contract will achieve the proposed commitments as described below. It will be based on four items: (1) proposed small business subcontracting goals for this procurement, (2) narrative describing your firm's outreach program for small businesses, (3) narrative describing how your firm will maximize competition and select subcontractors that provide best value and (4) participation in a mentor-protege program if applicable.

Note: In accordance with FAR 19.702(a)(1), if the apparent successful offeror is a large business it shall be required to submit an acceptable subcontracting plan prior to award.

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Refer to the Small Business Subcontracting Form (included in the solicitation as Attachment A5).

Subcontracting plans are not required from small business concerns.

Commitment to Small Business Concerns: GSA is committed to providing to the maximum extent practicable for these socio-economic businesses to receive federal contracting opportunities. This factor is designed to ensure that this GSA commitment is brought to the attention of the prospective offerors. This factor measures the extent to which the offeror will perform contract requirements utilizing small business concerns in the NAICS Code 236220. This portion of the proposal will be evaluated on the extent of planned participation of small business concerns in terms of the value of the total acquisition.

Evaluation Standards for Factor No. 3: This factor considers the extent of the offeror's small business subcontracting methodology and participation.

Excellent

The offeror's submission significantly exceeds the requirements as detailed in the technical criteria in a way beneficial to the Government. Weaknesses, if any, are minor and are far outweighed by significant strengths. There is a very low level of risk.

Good

The offeror's submission exceeds most of the requirements as detailed in each of the technical criteria in a way beneficial to the Government. Weaknesses, if any, are not significant and are outweighed by strengths. There is a low level of risk.

Acceptable

The offeror's submission satisfies the requirements as detailed in each of the technical criteria. Weaknesses are generally balanced by strengths. There is a moderate level of risk.

Unacceptable

Fails to meet the minimum requirements of the RFP and the deficiency is uncorrectable without a major revision of the proposal.

e) FACTOR 4: PROJECT LABOR AGREEMENTS (PLA)

Offerors are invited to submit a proposal subject to PLA requirements in the solicitation (a PLA proposal), a proposal not subject to PLA requirements, or both. Any proposal submitted shall clearly identify whether it is subject to such PLA requirements.

Standard for Evaluation

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A proposal submitted subject to the PLA requirements set forth in the RFP will receive full credit under this evaluation factor. A proposal not subject to the stated PLA requirements will receive no credit under this evaluation factor.

Submittal Requirements

The Offeror shall submit a signed statement that the proposal is or is not submitted subject to the PLA requirements.

f) FACTOR 5: BONDING CAPACITY

This is a go/no-go factor to assess the offeror's ability to provide an offer guarantee and performance and payment bonds sufficient to cover a project of this magnitude. For this procurement, the offeror must be able to cover the value proposed for the Base Contract (Phase One Services) via the offer guarantee and bonding. The offeror must also provide documentation that additional bonding is obtainable to cover any of the options within the RFP. Additional bonding will be required for the awardee before the exercise of any option. Failure to provide documentation will result in an unacceptable rating for this factor.

g) PRICE

The Government anticipates awarding a Firm Fixed Price contract. The Government will evaluate the Offeror's Cost/Price Volume for completeness, price reasonableness, cost realism and unbalanced pricing. Proposals will not be scored or rated.

In evaluating offers, the Government will use a Total Evaluated Price, based on the Total Offered Price. The Total Offered Price will be calculated by summing the basic requirements and optional requirements.

The Contract Line Item Number (CLIN) structure for optional line items are listed in their relative order of importance to the Government. Evaluation of options will not obligate the Government to exercise the options.

The Government will review the price proposal for completeness and accuracy. A determination will be made as to whether the Offeror properly understands the request for proposal instructions and properly completed and submitted the proposal accordingly. The Offeror's proposal will be checked for mathematical correctness.

Cost/Price reasonableness will be established by competition and determined primarily by comparison with other offers submitted. The proposed costs/prices will also be compared with the Independent Government Cost Estimate. The Offeror is expected to establish a reasonable price relationship between all price/cost elements and performance of work. An evaluation of the Offeror's cost/price proposal will be made to determine if the cost/price is realistic for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the technical proposal. Any proposal that is unrealistic in terms of technical commitment or unrealistically low in cost

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and/or price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of contract requirements.

A determination will be made regarding whether the price appears unbalanced either for the total price of the proposal or separately priced line items. An analysis will be made to identify any irregular or unusual pricing patterns. Unbalanced pricing exists when, despite an acceptable total evaluated price, the cost of one or more contract line items is significantly overstated or understated and poses an unacceptable risk to the Government. The Government may determine that a proposal is unacceptable if the proposed costs/price is materially unbalanced between line items for the basic requirement and any optional items.

h) EVALUATION OF JOINT VENTURES

Joint venture offerors may combine the past experience and performance of the individual firms making up the joint venture. If relying on past experience and performance of the individual firms, at least one (1) project must be presented for each Joint venture partner. Greater weight will be given to projects that demonstrate prior teaming of the Joint venture partners. Joint venture participant's contribution to the organization should be commensurate with their skills and background and should be described in the project execution and quality control plan. In the evaluation of responsibility and non-price factors, information submitted for a party to the joint venture will only be evaluated to the extent that the terms of the joint venture agreement do not limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation. If a joint venture is being proposed, the offeror must submit a Joint Venture Agreement along with their proposal. The firm must maintain the joint venture for the duration of the contract. Failure to remain a joint venture may result in the firm's contract termination.

VI.B. Determination of Responsibility

In order to be considered responsible, an Offeror must demonstrate that it meets the requirements of FAR 9.104-1. The Contracting Officer's determination of an Offeror's responsibility or non-responsibility may be based upon any information obtained by the Contracting Officer, and is independent of the evaluation of offers set forth herein.

VI.C. Price Reasonableness

The proposed prices will be evaluated for reasonableness. Price reasonableness determines whether an Offeror's price is too high. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 in order to determine price reasonableness. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1. Notwithstanding anything to the contrary in this solicitation and for the avoidance of doubt, the Government will **not** perform a price realism analysis of the Offeror's proposal.

VI.D. Unbalanced Prices

Offers must include balanced prices. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. If price analysis techniques indicate that an offer is unbalanced, the contracting officer shall:

(i) Consider the risks to the Government associated with the unbalanced pricing in determining the competitive range and in making the source selection decision; and (ii) Consider whether award of the contract will result in paying unreasonably high prices for contract performance. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

VI.E. Total Evaluated Price

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). Total Evaluated Price shall be calculated using the prices indicated in the Price Proposal, using the following formula: Base Price + Option Price = Total Price

VI.G. Evaluation of Joint Venture Offerors

In the evaluation of responsibility and non-price factors, information submitted for a party to the joint venture will only be evaluated to the extent that the terms of the joint venture agreement do not limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation.